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ABSTRACT

Through an examination of recent trends in collective agreement provisions and a discussion of negotiation strategy, this paper attempts to forecast what the conditions of employment might contribute to education costs in Ontario in the immediate future. Conditions-of-employment clauses are analyzed according to their effect upon staffing needs and staffing flexibility. Such conditions include stipulation of pupil teacher ratio, class size, instructional load, leave provisions, and the flexibility with which school boards can respond to declining staff needs. Considering the declining enrollment, the author discusses the various options open to school boards in reducing the number of teachers and describes the policies most frequently followed. He perceives future bargaining as being influenced by such factors as the lifting of wage and price controls, teachers' efforts to regain public support, the economic situation in Canada, and the activities of the Education Relations Commission. He expects teacher gains to be modest and increases in per-pupil education costs to be small. (Author/WD)

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DECLINING ENROLMENTS AND TEACHER-BOARD NEGOTIATIONS: BARGAINING CONDITIONS OF EMPLOYMENT

JOHN B. KERVIN

MARCH, 1978

COMMISSION ON DECLINING SCHOOL ENROLMENTS IN ONTARIO (CODE)

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DECLINING ENROLMENTS AND TEACHER-BOARD NEGOTIATIONS:

BARGAINING CONDITIONS OF EMPLOYMENT

The purpose of this report is to shed some light on the relationship between education costs and the working condition and staffing clauses in teacher-board collective agreements. In particular, the report examines those items that are most relevant to situations of declining enrolment.

School staffing costs are affected by two major factors. The most obvious is the salaries paid to teachers, which are based on both qualifications and years of experience (represented in a two-dimensional salary matrix or "grid"). Actual salary costs depend upon the grid distribution of teaching staff (how many at each position on the grid) and the salary grid in the collective agreement. The second factor, and the subject of this report, is conditions of employment. This factor largely determines how many teachers (and in some agreements, other staff) are needed in any particular district or school, and it is this factor that is most relevant to declining student enrolments. The cost implications of conditions of employment are much more difficult to ascertain than teachers' salaries, because their effects are contingent upon unforeseen decisions made by staff, trustees, and administration (e.g., having a baby, terminating a program); on enrolments; and on the outcomes of the collective bargaining process as it alters agreement provisions from year to year.

Because of these reasons, the approach of this report will not be to outline the specific costs of alternative agreement provisions or to forecast at what rates such costs might change in the next few years as enrolments decline. Instead, the report will attempt first to describe how the

provisions affect costs and what the consequences of different clause wordings are for costs and for board flexibility in dealing with staffing needs as enrolments decrease. Then the report examines recent trends in collective agreement provisions and, together with a brief discussion of negotiation strategy, attempts to forecast in a very general way what the contribution of conditions of employment might be to education costs in the immediate future.

COLLECTIVE AGREEMENT CLAUSES

Within Ontario there is substantial variation among conditions-of-employment clauses in teacher-board collective agreements. The differences are based on (1) the matters which are included in the agreements (comprehensiveness) and (2) the nature of the provisions (specificity and alternative stipulations). The significance of these differences is, first, that they often have direct cost implications, and second, that they often affect the amount of flexibility a board may have in dealing with staffing as enrolments decline. In general, the less flexibility, the greater the costs are likely to be for a board, since it may not be able to staff with maximum efficiency. On the other hand, the more restrictions, the greater the protection of teachers' rights, jobs, and welfare. This conflict between reducing costs on the one hand and natural justice on the other is evident in many of the arguments that both sides bring to the bargaining table when discussing conditions of employment.

The purpose of this section of the report is to describe those clauses most relevant to declining enrolments. Variations relevant to costs and flexibility will be outlined, and the manner in which each type of clause

affects education costs will be discussed. The clauses themselves are grouped into three categories: those that affect staffing needs directly, those that affect staffing needs indirectly, and those that affect staffing flexibility.

Directly Related Clauses

Staffing needs--the number of teachers and ancillary personnel (including principals, vice-principals, librarians, aides, teaching assistants, resource persons, counsellors, consultants, and other para-professionals) required by a board to carry out its educational program--are largely determined by the number of students. (Other factors such as available facilities and programs to be offered are seldom significant bargaining items.) Two kinds of clauses affect staffing requirements directly by tying needs to the number of students. The first is pupil-teacher ratio clauses; the second is clauses dealing with class size. The incidence of these and other relevant clauses is given in Table 1.

Pupil-teacher ratios are calculated by dividing the number of students (often the number of equivalent full-time enrolments on a specific day of the school year) by the number of teaching and certain other non-teaching staff. The resulting figure is used to determine the number of staff a board is required to employ for a given number of students. The lower the ratio, the more staff a board must hire, and the greater its staffing costs. About a third of the most recent agreements in the province contain PTR clauses, and these show wide variations in content and specificity. Some, for example, state only that no change in the existing ratio will be made. Others mention a specific ratio, but treat it only as a guideline for the board. Still others give a ratio which the board is required to meet under the terms of the agreement. Clauses which are only guidelines give boards more flexibility, and are likely to lead to greater savings if enrolments decline sharply.

TABLE 1. Percentage of Agreements (N = 158) with Clauses Relevant to Declining Enrolments (1977-78)

Provision	Incidence
Pupil-teacher ratio	35%
Class size	24
Instructional load	26
Sabbatical/training leave	84
Surplus-redundancy	67
Management rights	37

Other kinds of variations can also be found. Some agreements include only a single ratio; others specify several ratios for different types of programs or different types of personnel (e.g., librarians, vice-principals, etc.) or different needs (e.g., opening a new school). The more ratios, the less the board's flexibility since it must apply each ratio within a smaller subset of teachers. Put another way, multiple ratios give boards less room to manoeuvre. PTR clauses also vary in whether they specify an exact ratio or a range. Clauses also differ in terms of the unit to which the ratio is applied (e.g., an entire school district or each individual school). Again, the greater the specificity (exact ratios, individual schools) the less flexibility a board can exert. Finally, agreements also vary in terms of who is included in the calculation of the number of "teachers". Librarians and para-professionals, for example, are specifically included in some cases and excluded in others. The more inclusive the definition of "teacher", the greater the options open to a board. For example, it might be possible to meet a staffing ratio by terminating an extra librarian rather than ending an existing program.

The question of how pupil-teacher ratios affect budgets at first appears to be fairly straightforward: as the number of students declines, so does the number of teachers required. In practice, however, difficulties arise in determining what teacher is to be let go or transferred. For small schools particularly, certain programs may be maintained because they are taught by a single teacher, and to terminate him or her would mean an end to the program. Other larger subject areas, such as English, may bear the brunt of declining enrolments since it is "easier" to lose a teacher from a staff of six, for example. To avoid ending programs and depleting larger departments

beyond their capacity to offer sound instruction, a board may be tempted to keep surplus teachers. Thus, per-pupil staffing costs may actually rise despite declining enrolments and fixed PTR levels. (This general issue is related to that of the cost and efficiency of small schools. See Rideout et al., 1977.) In general, to the degree that PTR clauses are unspecified (e.g., a single range applied to the entire district system as opposed to a separate ratio for each of several categories of personnel applied within each individual school) boards are better able to keep staff to a minimum and still meet the terms of their collective agreements. In other words, it is not just the existence of a PTR clause, but also the specificity of its provisions that affects to what degree a board is able to keep per-pupil staffing costs to a minimum in a period of declining enrolments.

Class size appears to be a less ambiguous determinant of staffing needs in times of decreasing enrolments than the pupil-teacher ratio; it deals only with classroom teachers. There are some complexities in its calculation (see Ryan and Greenfield, 1975), but they do not significantly affect the analysis of cost implications of class size clauses. Basically, class size is determined by dividing the number of students by the number of classroom teachers teaching at any given time. The lower the class size specification, the more teachers a board must employ, and the higher its staffing costs. One quarter of Ontario teacher-board agreements contain class size clauses, which is fewer than the one third containing PTRs. The variation in specificity and alternative stipulations is likewise not as great. Nevertheless, there are some important differences with implications both for direct costs and for boards' staffing flexibility.

As is the case for pupil-teacher ratios, the clauses dealing with class size vary in the degree to which they directly restrict the board's flexibility. At one end of the scale are those clauses which contain only a vague statement of intent to maintain a class size level consistent with quality education. Others specify a particular figure, but treat it only as a guideline for the board. Still others regard a given class size figure as mandatory. Clearly, the amount of flexibility open to boards to deal with unexpected decreases in enrolment varies widely. Another important difference is whether the class size figure is presented as a maximum or an average. The latter offers much more flexibility, since it places no upper boundaries to the size of a given class. This means that staffing changes may be made which temporarily give some teachers relatively large classes, as would be the case in smaller schools with fewer staff among whom to spread the "extra" pupils of a terminated teacher. Those clauses which specify a maximum class size don't allow this degree of flexibility. Consequently, an "average" size provision is much more likely to result in more efficient staffing, particularly in smaller schools, although at some potential cost to education quality. (An alternative is to shift the extra pupils to another school, a strategy which has its own difficulties.)

In two other respects related to board flexibility, class size clauses vary similarly to pupil-teacher ratios. First, a few clauses specify only a single class size figure. However, the majority stipulate multiple class sizes, based on grade level for elementary schools or subject area for secondary schools. Second, the unit to which the class size applies may be either each individual school in the system, or the entire district. In general, the

greater the specificity (multiple sizes, individual schools), the fewer the options open to a board and the higher the per-pupil staffing cost is likely to be.

The same problems that exist for reducing staff when enrolments decline under pupil-teacher ratios also hold for class size limitations. As enrolments decrease, fewer teachers are needed if class size ratios remain constant. The difficulty arises in determining which teachers are to be terminated, since at least some dismissals are likely to leave remaining teachers with class sizes that are too large. The difficulty is compounded if agreements specify maximum rather than average class sizes, specific sizes rather than a range, multiple sizes rather than a single size, and size limitations that apply to individual schools rather than the district as a whole. As indicated above, all these alternative provisions are likely to increase a board's staffing costs.

Finally, it should be noted that relatively few agreements contain both PTR and class size provisions. Approximately 12 percent of the agreements in Ontario fall into this category, compared to 20 percent with a PTR clause only and 10 percent with a class size clause only. Consequently, some comparison of the two provisions is useful. Briefly, class size clauses provide greater restriction to staffing flexibility than do PTR clauses of equal specificity. This is because boards are dealing with a smaller proportion of the total staff under a class size clause--only classroom teachers. A PTR clause, on the other hand, allows a board to make staffing cuts in either teaching or non-teaching areas. This greater flexibility is likely to lead to greater staffing efficiency and lower staffing costs. A brief example will illustrate

the difference. Imagine a small school subject to either (a) a PTR of 20:1 or (b) a class size maximum of 28. If enrolments decline by 24 students overall, a staff reduction of one is warranted under the PTR clause, and this could conceivably be done by terminating either a teacher or a non-teaching staff member, such as a librarian. In most cases it would be easier to do the former than the latter. However, under the class size restriction, a teacher could be dropped only if his or her students could be dispersed to other classes in such a manner as not to bring any class size over the maximum. Of course, the smaller the school the more difficult this would be, and the board would be forced to terminate the librarian in order to reduce costs. But since librarians represent essential services, and the school likely has only one, it is probable that no staffing cut would be made. Consequently, the per-pupil staffing cost would be greater under the class size clause than the PTR provision.

Indirectly Related Clauses

Two general kinds of clauses are indirectly related to school staffing needs. These clauses deal with "activities" of teachers other than teaching. Basically, the greater the number of teachers, or the more time they spend engaged in such activities, the more staff needed to fulfill the school's teaching function. The first type of clause, known as instructional load, specifies teaching load and preparation time. The second type consists of those clauses dealing with leave provisions. Unlike the clauses described above, these clauses do not automatically have cost implications as a result of declining enrolments. However, since they are closely related to staffing requirements, one can expect that they will come under increasing scrutiny

by both teachers and boards as ways of maintaining or decreasing the number of teachers a given school requires. Thus their effect on staffing costs in periods of declining enrolments would be indirect.

Instructional load clauses are a feature of a number of collective agreements between teachers and boards. In general, instructional load clauses either limit how much time a teacher can spend teaching, or provide an amount of non-teaching time during the school day for preparation purposes. About one quarter of the current agreements in Ontario contain either or both kinds of provisions.

The specificity of instructional load clauses varies widely. At the extremes, some clauses indicate what proportion of their time teachers of different subjects will each spend in teaching or preparation. Others offer only the board's intention to afford each teacher a fair and equitable work load. In general, though, the majority of these clauses are mandatory in nature. Only about a quarter provide nothing more than guidelines for the board.

The cost implications of instructional load clauses arise from their use as means for maintaining the number of teachers in a school despite declining enrolments. In particular, if the quality of a teacher's work can be improved by providing him or her with more preparation time, the argument can be made that boards ought to take advantage of declining enrolments to give teachers more such time and thus increase the quality of their teaching. (Professional development days fall into the same category, but public opinion seems to be sufficiently negative so that boards are unlikely to grant concessions there.) Alternatively, if a current agreement contains no instructional load clause, teachers gain some measure of job security by arguing for the inclusion of one during the next round of negotiations. The

effect on staffing costs of such clauses is not inconsiderable. If teachers are granted one extra 40-minute period a day for preparation, and the school day contains nine teaching periods, teaching staff needs have increased by 11 percent.

Leave provision clauses, both paid and unpaid, make time available to teachers for a number of purposes: sabbaticals, special training, extended absence, extended maternity, adoption, paternity, and time for federation activities such as collective bargaining. In the same fashion as instructional load provisions, increasing the number of leaves can be seen as a way of combating declining enrolments. Leaves help to maintain the number of teachers by providing alternative activities for those not needed in the classroom. They also provide personal and educational benefits which may contribute to teaching quality and effectiveness. Sabbatical and training leaves are clearly the most important in this regard, and are the only significant paid leaves. Leaves of this type are found in the vast majority of agreements, and are even sometimes specified as options for teachers who have lost their positions because of enrolment declines or program terminations.

Sabbatical and training provisions vary from agreement to agreement. The minimum number of years of prior teaching required ranges from 3 to 7. Salary stipends during the leave range from 0 up to 85 percent, with 75 percent the modal figure, and the number of years of subsequent service required may range between two and four, or be left unspecified.

Aside from the value of the stipend, the important costing question is the number of leaves a board will provide annually. Most sabbatical clauses

specify a set number per year. This alternative is the least sensitive to declining enrolments. Other means of determing how many leaves will be granted include a fixed percentage of staff, a percentage of the board's budget (fairly rare), or the board's discretion. All these options can readily take into account declining enrolments. Other boards base the number of leaves on the money available in a "leave fund". How sensitive this mechanism is to enrolment changes depends on how money is allocated to the fund. In any event, insofar as pressure for more sabbatical and training leaves mounts as a response to threatened staffing cuts, this indirect effect of declining enrolments on education costs will assume greater importance at the bargaining table.

Staffing Flexibility Clauses

The majority of teacher-board collective agreements contain clauses pertaining to surplus and redundant teachers--those whose services are no longer required. These clauses affect directly the ease and flexibility with which boards can respond to declining staff needs as a result of declining enrolments. As well as protecting the teaching staff by stipulating criteria for determining, and procedures for dealing with surplus teachers, such clauses also have cost implications for boards by limiting their ability to staff schools in the most efficient and economical manner. In addition, a number of agreements contain "management rights" clauses which reaffirm the right of boards to act in areas not covered by the collective agreement. However, the effect of these clauses is largely symbolic, and they have no direct cost implications. Nevertheless, their incidence is a reflection of boards' concern with staffing flexibility.

Surplus-redundancy clauses are among the most important of those relevant to decreasing enrolments. The two terms--surplus and redundant--have somewhat different meanings in different collective agreements. To avoid making unnecessary distinctions, this report will use the terms interchangeably to mean that a teacher's services are no longer needed as a result of either declining enrolments or the termination of a course or program. Clauses dealing with surplus teachers occur in approximately two thirds of the current collective agreements. The amount of variation found in these clauses is very great. At the two extremes, some agreements merely state that the board shall "peruse, consider, and decide" matters relevant to surplus teachers, while other clauses specify in precise terms which teachers shall first be declared redundant in the event of a surplus and what alternative possibilities are to be made available to such teachers, often extending over several years.

Two types of surplus-redundancy clauses bear on the question of board flexibility. The first type indicates criteria for determining who is to be declared surplus. The second specifies options open to surplus teachers.

Teacher-board agreements vary widely in the type and number of factors to be taken into account in deciding who is redundant. Seniority is by far the most common criterion. It is mentioned in over 90 percent of the surplus-redundancy clauses. The other major factors, in approximate order of their use, are qualifications (e.g., university degrees), type of contract (permanent or probationary), and subject area taught. Of these four, the first three have immediate cost implications. All three imply that boards will terminate only the newer teachers, and therefore will recover only the relatively lower salaries of such teachers. For example, seniority provisions most commonly

consider either experience with the employing board or total experience. In the latter case particularly, staffing salary savings as a result of redundancy will be minimal. Qualifications are defined in a variety of ways, but the less qualified the teacher, the lower the salary is likely to be. Similarly, teachers on probationary contracts are either new or have recently transferred from another district. In the former case particularly, salaries are likely to be relatively low. All these criteria, then, serve to limit the cost reductions boards can expect as a result of releasing surplus staff when enrolments decline.

The subject-area criterion has the effect of protecting qualified teachers in special subject areas. The implication is that it would be difficult to eliminate the special programs offered by these teachers. Since they are likely to be earning salaries somewhat higher than those with comparable experience, the effect is again to deprive boards of an opportunity to maximize savings by dropping the more costly of the special programs. In general, the effect of criteria, including seniority, for determining which teachers are to be declared redundant is to limit board flexibility and reduce potential salary savings. On the other hand, these criteria for the most part seem to offer some protection to teachers who might otherwise be subject to the arbitrary decisions of a cost-conscious board.

More important for staffing costs and flexibility are those provisions which specify options available to surplus teachers. Many of these options entail direct or indirect costs for a board, and thus remove or reduce the prospect of immediate savings as a result of staff reductions. However, determining the cost implications of the options available to surplus teachers

is complicated by their variation, number, and sequential nature. For example, a teacher may apply for a transfer if he is declared redundant. If this move is unsuccessful, he may accept either a severance allowance or a one-year permanent (i.e., full salary) supply teaching appointment; or he may be offered retraining with termination after two years if a position is still unavailable; or he may take a leave of absence for two years, followed by either the severance allowance or one year as a permanent supply teacher. As a result of this complexity, the cost of the options in such an agreement would be very difficult to analyze. Nevertheless, one can get some idea of the financial implications by examining the most frequently used options one at a time.

The procedure with the greatest saving to the board is outright termination. Notice of termination must normally be given, although the period ranges from one month to "at least one year". The longer the notice period, the greater the restriction of the board's flexibility. Furthermore, keeping a surplus teacher on staff for an additional year might be a relatively expensive proposition compared to other options. Granting a leave of absence (though not usually the final step) or giving a teacher priority for supply teaching also lead to clear savings for the board. Leaves of absence are without pay, and supply teachers are called only when needed so that supply teaching funds would be spent in any event. These three options provide the greatest savings when staff is reduced.

A number of options provide lesser savings to the board. Among them is displacement: a teacher with more seniority "bumps" one with less and so on, so that the teacher with the least seniority and the lowest salary is most

likely to be terminated. In this case, the board saves a salary amount less than the originally redundant teacher's. Reduced savings also accrue to boards from options which return to the redundant teacher a portion of the potential salary savings. The most common of such provisions are sabbatical leaves (for which boards generally pay some proportion of regular salary), and severance allowances (usually less than sabbatical allowances). Alternatively, boards may pay some portion of a teacher's salary during a retraining period. In all four of these options, boards save in staffing costs substantially less than the salary of the redundant teacher.

Finally, a number of surplus-redundancy options may give boards no immediate savings, and may even increase costs relative to what would be spent on staffing in the absence of these options. Priority transfer (to an open position), priority relocation (moving back from a transfer position when an opening occurs in the original school), and priority recall (returning to teaching when an opening occurs) all imply that a redundant teacher has priority for a vacant position that might otherwise have gone to a teacher commanding a smaller salary. When this happens the result is that the board loses by paying the higher salary. Another option--that of placing a teacher on permanent supply teaching at his same salary--has a similar effect, since supply teaching might otherwise be done part-time at less cost. In this case, however, the appointment is usually for a limited period of time. All four of these options, though they appear to be fairly simple since they deal with positions rather than payments, nevertheless have the potential of <u>increasing</u> staffing costs as a result of declining enrolments.

The underlying problem in surplus-redundancy options is balancing two factors: (1) the necessity of keeping schooling costs at a reasonable level and (2) simple justice for those persons whose services no longer are needed. Many of the agreements that have been negotiated in the province show a real concern for both issues, and the two sides have, through their bargaining, made some real efforts to achieve a fair and reasonable balance. What future bargaining may bring is the topic of the following section, but it should be clear that options for surplus teachers are to be negotiated with care and concern for both teachers and community.

Management rights clauses offer no restrictions to boards other than what is already explicit in the agreement. In this regard they follow traditional industrial relations practice by declaring that residual rights over those matters not included in the agreement lie with the board. As a result, they do not have direct cost and flexibility implications since their absence would change little. However, management rights clauses do have symbolic significance as a sign that boards are concerned about retaining administrative flexibility. Changes in this concern, as reflected in the incidence of management rights clauses over the last three years, are examined together with other trends in the following section.

TRENDS IN CONDITION-OF-EMPLOYMENT CLAUSES

This section of the report (1) describes trends in the incidence and content of clauses negotiated by teachers and boards over the past three years, and (2) discusses what future directions the negotiation of conditions of employment might take. The trend statistics are suggestive of what might happen at the bargaining table in the immediate future. However, two

important factors make direct extrapolation risky. First, teachers are becoming increasingly sensitive to the problems of declining enrolments. Second, the end of wage and price controls must be taken into account. Both factors are likely to have important consequences for bargaining outcomes; some possible effects will be discussed below. Nevertheless, statistics on incidence and content trends do point to some underlying currents that are well worth examining.

Directly Related Clauses

Pupil-teacher ratio and class size clauses are relevant to teachers' concerns about both the most important aspect of their working conditions--how many students each is "responsible" for--and their job security. These clauses affect job protection because by strengthening the clauses and lowering ratios and sizes, teachers ensure that staffing reductions will not match declines in pupil enrolment. Increasing the incidence of such clauses is probably more indicative of interest in working conditions than security, but reducing the ratios and sizes and making their provisions mandatory are suggestive of both job security and working condition concerns. For these reasons, it is important that both incidence and content of PTR and class size clauses be examined.

Table 2 shows the percentage of agreements with PTR and class size provisions in the past three years for each type of board--elementary, secondary, and separate. (Some 15 agreements from other boards (e.g., remote areas and Canadian Forces bases) have been excluded from the analysis in this report. Of the 200 possible agreements each year, one is unavailable for 1976-77, and 42 for 1977-78.) The upper portion of the table shows that the percentages of

TABLE 2. Percentage of Agreements with PTR and Class Size Clauses

		75-76	76-77	77-78
PTR and/or Class Size	Elementary	25 (76)	40 (75)	45 (62)
	Secondary	41 (76)	54 (76)	60 (62)
	Separate	10 (48)	23 (48)	21 (34)
PTR	Elementary	18 (76)	31 (75)	32 (62)
	Secondary	29 (76)	42 (76)	47 (62)
	Separate	4 (48)	19 (48)	18 (34)
Class Size	Elementary	16 (76)	19 (75)	27 (62)
	Secondary	20 (76)	22 (76)	29 (62)
	Separate	8 (48)	6 (48)	9 (34)

agreements containing at least one of the two types of clauses increased sharply in 76-77, and then tended to level off in the 77-78 agreements. Looking at each type of clause individually, the percentages show that PTR clauses were more frequent in 76-77 than in the preceding year, but that since then their incidence has not substantially increased. Attention seems to have shifted to class size provisions. Here elementary and secondary agreements show a sharp increase in incidence in 77-78. For separate school agreements, the frequency of class size clauses has not increased, and both types of clauses are less frequent than in elementary and secondary agreements. To extrapolate, the incidence of class size provisions seems likely to remain at about current levels in the coming year, following the pattern of PTR clauses--a sharp increase followed by a relative leveling off. Alternatively, it might be the case that attention alternates between the two: PTR clauses are a focus of attention one year, class size clauses the next. If this is true, then the coming year should show another increase in the incidence of PTR clauses. In any event, it seems that secondary teachers will continue to have the most success in adding PTR or class size clauses, and that separate school teachers will fare worst.

The mere inclusion of a PTR or class size clause in an agreement is not, by itself, a sufficient indicator of how declining enrolments are affecting bargaining in this area. Two alternatives are to examine the "strength" of the clauses (i.e., the proportion that are mandatory rather than just guidelines), and actual changes in the stipulated ratios and class sizes.

Table 3 gives the percentage of agreements that contain mandatory PTR and class size clauses by year and board type. In general, the mandatory

TABLE 3. Percentage of Agreements with Mandatory PTR and Class Size Clauses

		75-76	76-77	77-78
PTR	Elementary	17% (76)	31% (75)	32% (62)
	Secondary	21 (76)	42 (76)	44 (62)
	Separate	2 (48)	10 (48)	6 (34)
Class Size	Elementary	7 (76)	7 (75)	8 (62)
	Secondary	8 (76)	9 (76)	10 (62)
	Separate	4 (48)	2 (48)	0 (34)

PTR clauses show the same trend as PTR provisions as a whole: a noticeable increase between 75-76 and 76-77, with a definite leveling off since then. Mandatory class size provisions, on the other hand, offer some surprises. First, relatively few agreements contain class size provisions that are mandatory. Second, no trends are discernable for elementary and secondary agreements, while for separate school boards the class size provisions have been getting weaker and in the most recent agreements none were mandatory. To summarize, since PTR clauses tend to allow boards more staffing flexibility than class size clauses, the conclusion must be that staffing size provisions have not restricted boards' flexibility as much as the incidence of such clauses might first suggest.

Unfortunately, no data are readily available to examine changes in the ratios and sizes themselves. In part, this is because the wide variations among agreements in defining "teacher" make aggregate comparisons difficult. (The Task Force might want to consider in the near future some primary research on specific changes in collective agreement PTRs and class sizes. The results would be useful in answering a number of questions, for example: if boards are successful in maintaining current ratios and sizes, will teachers try to increase the specificity of such clauses by instituting such features as multiple ratios and class size maximums, perhaps applied to individual schools?) However, it is worth noting that the most recent predictions state that actual (as opposed to agreement) PTRs and class sizes will not undergo substantial changes (Committee on the Costs of Education, Report Number One; Ryan and Greenfield, 1975), even though these sources do not indicate why this should be so. Nevertheless, the incidence and

"strength" statistics seem to indicate that teacher-board negotiations of PTR and class size as enrolments decline will not affect per-pupil staffing costs and flexibility to any great degree.

Indirectly Related Clauses

Instructional load clauses and leave provisions indirectly affect education costs as enrolments drop. As discussed above, instructional load provisions represent an alternative means for teachers to alter working conditions so as to obtain better job security. Table 4 gives the percentage of agreements with instructional load clauses by board type and year. The data indicate that only for secondary agreements has the incidence of such clauses substantially increased. The percentage for elementary teachers dropped sharply in 76-77 but recovered the following year. Separate school agreements also dropped in 76-77 but made no recovery; very few of them now contain instructional load provisions. In summary, only secondary agreements show a substantial use of these clauses. Instructional load stipulations appear to contribute relatively little to job security for elementary and separate school agreements, and there is little evidence that their incidence will increase markedly in the immediate future.

Another indirect means of increasing staffing needs to counteract declining enrolments is by increasing leave provisions. Of the two major types--leave of absence and sabbatical--the latter is most costly to boards since the teacher almost always receives a stipend. On the other hand, unpaid leaves of absence do not directly affect staffing costs, and increasing their availability would be a relatively inexpensive means of dealing with surplus teachers. Table 5 compares the incidence of sabbatical and leave-of-absence

TABLE 4. Percentage of Agreements with Instructional Load Clauses

	75-76	76-77	77-78
Elementary	20% (76)	13% (75)	21% (62)
Secondary	34 (76)	42 (76)	44 (62)
Separate	12 (48)	2 (48)	3 (34)

TABLE 5. Percentage of Agreements with Sabbatical and Leave-of-Absence Provisions

		75-76	76-77	77-78
Elementary	Sabbatical	82% (76)	87% (75)	82% (62)
	Leave of Absence	55	57	58
Secondary	Sabbatical	86 (76)	91 (76)	86 (62)
	Leave of Absence	50	66	68
Separate	Sabbatical	81 (48)	81 (48)	82 (34)
	Leave of Absence	44	44	38

provisions by year and board type. The table shows that far fewer agreements contain leave-of-absence clauses than contain sabbatical provisions. The likely reason for this is that leaves of absence tend to be negotiated on an individual basis between teacher and board, so there is less pressure to include them in collective agreements. The only evident trend in the incidence of leave-of-absence clauses is a slight increase in secondary agreements. Sabbatical clauses, however, remained a provision in between 80 and 90 percent of all agreements, with no apparent trends.

Although the incidence of sabbatical clauses is not changing, their content shows some bargaining trends over the past three years. Table 6 examines two aspects of the content of sabbatical provisions in teacher-board agreements. First, the table shows that for elementary and secondary agreements, the proportion of boards paying 75 percent or more of salary while on sabbatical has remained at about one half for the past three years. The proportion for separate agreements has climbed from about one third to one half. It would not be unreasonable to expect these proportions to remain at about one half for agreements in the near future.

Table 6 also shows the percentages of agreements specifically leaving the number of sabbaticals granted each year to the discretion of the board. This is the alternative which maximizes boards' control over costs and staffing flexibility. (Other alternatives include a percentage of staff, or a fixed number each year.) Surprisingly, the percentages for elementary agreements have remained about the same over the past three years, those for secondary agreements have increased somewhat, and those for separate agreements show a substantial increase. It seems that separate and secondary boards feel

TABLE 6. Content of Sabbatical Provisions: Percent of Boards Paying 75 Percent or More of Salary* and Percent with Number of Leaves Left to Board Discretion

		75-76	76-77	77-78
75 Percent or More of Salary	Elementary	45% (74)	52% (71)	47% (59)
	Secondary	47 (73)	51 (72)	51 (59)
	Separate	36 (47)	38 (47)	47 (32)
Board Discretion	Elementary	11 (76)	9 (75)	8 (62)
	Secondary	7 (76)	11 (76)	19 (62)
	Separate	13 (48)	29 (48)	38 (34)

* Excluding boards paying a flat amount

the greatest need to maximize their flexibility in this area. The figures also suggest that they may increasingly do so; no leveling off is apparent.

Overall, the trend in collective bargaining of clauses indirectly related to staffing costs under declining enrolments is similar to that of staffing size clauses. The teachers have not substantially strengthened their position, although secondary agreements appear slightly more favourable to teachers than elementary or separate school agreements. In the latter, the boards' already strong position has somewhat improved.

Staffing Flexibility Clauses

Clauses related to the identification and options of surplus teachers directly affect the flexibility of boards to staff in the most efficient and least costly manner. Management rights clauses, on the other hand, serve primarily to indicate the extent of boards' concern with maintaining control over staffing costs and flexibility; they do not have direct cost or flexibility implications.

Table 7 shows the percentages of collective agreements containing surplus-redundancy clauses by year and board type. The figures indicate dramatic increases in the incidence of such clauses, particularly for separate school agreements. These rather noticeable trends suggest that teachers have invested most of their efforts at the bargaining table in this area rather than in those clauses related to staffing, leaves, or instructional load. This is not really surprising, since surplus and redundancy are the areas in which the effects of declining enrolments will be felt most. In other words, it appears that teachers have been more concerned with who will be declared surplus and what to do when teachers are surplus rather than with increasing the demand for positions so as

TABLE 7. Percent of Agreements with Surplus-Redundancy and Management Rights Provisions

		75-76	76-77	77-78
Surplus-Redundancy	Elementary	37% (76)	63% (75)	66% (62)
	Secondary	62 (76)	74 (76)	74 (62)
	Separate	35 (48)	67 (48)	85 (34)
Management Rights	Elementary	24 (76)	32 (75)	32 (62)
	Secondary	25 (76)	38 (76)	34 (62)
	Separate	17 (48)	48 (48)	53 (34)

to prevent or reduce redundancy.

On the other hand, Table 7 also shows that boards have been equally active in pursuing management rights clauses. Again, the increase is most dramatic in separate school agreements, about half of which contain such clauses. Elementary and secondary agreements seem to have levelled off at an incidence rate of about one third. It would appear that each side has made significant bargaining gains, although the boards' lie in an area with symbolic rather than direct cost implications.

Before this conclusion can be accepted, one would be wise to examine the actual content of the surplus-redundancy provisions. As far as identifying surplus teachers is concerned, seniority is the basic factor with cost implications. It appears in almost all agreements having a surplus-redundancy provision, so teacher "gains" appear equally divided among the three types of boards. However, the situation with respect to options available to surplus teachers is quite a different matter. Among the options discussed above, some were seen to have potentially greater costs for boards than others. Table 8 examines the incidence of four options in rough order of increasing costs to boards: severance pay, sabbatical, retraining allowance, and priority transfer (if another position is open). The figures in this table paint a very different picture compared to the Table 7 statistics for the incidence of surplus-redundancy clauses. No significant increases in the proportion of agreements offering severance payments to surplus teachers have occurred in the past two years. The same is true for agreements mentioning sabbatical leaves as an option. Retraining periods (with varying amounts of board support) have shown a slight increase in incidence for elementary and

TABLE 8. Content of Surplus-Redundancy Provisions: Percentage of Agreements with Option

		75-76	76-77	77-78
Severance Payment	Elementary	20% (76)	21% (75)	23% (62)
	Secondary	30 (76)	36 (76)	37 (62)
	Separate	0 (48)	0 (48)	0 (34)
Sabbatical	Elementary	3 (76)	1 (75)	2 (62)
	Secondary	11 (76)	8 (76)	5 (62)
	Separate	0 (48)	0 (48)	0 (34)
Retraining Allowance	Elementary	3 (76)	12 (75)	13 (62)
	Secondary	11 (76)	26 (76)	26 (62)
	Separate	0 (48)	0 (48)	0 (34)
Priority Transfer	Elementary	24 (76)	40 (75)	56 (62)
	Secondary	53 (76)	62 (76)	63 (62)
	Separate	10 (48)	29 (48)	29 (34)

secondary boards. However, despite their rapid rate of increase in the incidence of surplus-redundancy clauses, not a single separate school board offers even one of these three options.

The one option which shows advances by the teachers is priority transfer. Its incidence in elementary agreements has increased to the level reached earlier by secondary teachers--slightly over one half. Separate school agreements have tripled in the incidence of priority transfer clauses, but they still remain substantially behind the other two board types at less than one third.

It was noted above that the priority transfer provision is among the most costly to boards since they are obliged to staff a position with a teacher who probably commands a higher salary than would be the case if they were totally free to hire, and this salary difference continues as long as the teacher remains with the board. Why then is it the most popular of the four options presented in Table 8? The answer is that boards bear this cost only if another suitable vacancy occurs for the redundant teacher. Thus, there is an element of chance in this provision--if a vacancy to which the surplus teacher can be transferred does not exist, the board loses nothing. Another reason is that the idea that a teacher not needed in one school should if possible be found a position in another seems both simple and just.

Overall, one must conclude that the increasing incidence of surplus-redundancy clauses in the province does not imply the increased costs for boards one might at first expect. This is most dramatically shown by the case of separate school agreements which have the highest proportion of such clauses, yet not a single one of which includes provisions for severance

allowance, retraining leave, or sabbatical. In general, teacher-board bargaining of conditions of employment has not yet shown any substantial gains in the incidence of clauses likely to increase significantly boards' per-pupil staffing costs in times of declining enrolments.

General Factors and Future Negotiations

This final part of the report considers in a brief and somewhat speculative fashion the possible effects of several factors on teachers' and boards' negotiation strategy. In particular, the focus is on the bargaining of conditions of employment in the immediate future. These remarks assume that enrolments will continue to decline and that the supply of teachers, though decreasing, will continue to be greater than the demand. The factors whose effects are discussed include: the end of controls, the Canadian economy, teachers' self-image, board type, and the Education Relations Commission.

Wage and price controls have exerted a considerable dampening effect on the salary settlements won by teachers in their negotiations with local boards. It would not be unreasonable to predict that the end of controls will bring a resurgence of teacher interest in monetary gains and fringe benefits at the expense of interest in conditions of employment. However, there are several reasons to believe that this will not be the case. First, teachers have not substantially improved their conditions-of-employment provisions during the controls period, as the analysis above testifies. There is still a great deal of work to be done, and increasing motivation for doing it as enrolments drop. Thus, declining enrolments themselves should serve to keep attention focused on conditions-of-employment clauses.

At their provincial collective bargaining forum held in Toronto in the fall of 1977, the Ontario English Catholic Teachers' Association approved a number of position statements on bargaining objectives during the coming year. One statement proposed as a goal a class size and/or PTR clause in every agreement. Other recommendations included a reduction in the size of classes and the pupil-teacher ratio, the inclusion of seniority-based procedures for declaring redundancy, and guaranteed priority recall in every agreement. A number of other proposals also demonstrated awareness of the declining enrolments problem. Significantly, not a single recommendation dealt directly with salary increases.

(Parenthetically, because it is generally acknowledged to be more difficult to mount strikes over non-salary issues, it would not be surprising to see teacher strikes remain at a fairly low rate until monetary issues are foremost again. Paradoxically, boards might be more willing now than in the past to grant salary increases in return for more control over staffing, in order better to deal with enrolment changes.)

A second reason not to expect teachers' emphasis to be on monetary issues is that public opinion against pre-controls salary increases was so great that teachers are still looking for ways to regain public support. Fighting for improved conditions of employment which may also improve the quality of education (e.g., smaller classes) offers such a possibility. For example, in last year's dispute in Peel, secondary teachers sent a brochure to each home emphasizing that although salary concerns were part of the dispute, the main issue was class size. In particular, they stressed that Peel had among the worst "pupil-staffing" ratios and class size ratios in the province. Similarly,

elementary teachers in Waterloo recently announced publicly that they would not seek a pay raise this coming year, but would remain satisfied with their present cost-of-living allowance. To summarize, despite the lifting of wage and price controls, it appears that salaries and fringe benefits will not displace the recent attention given to conditions of employment at the bargaining table.

The economic situation in Canada is also relevant to the strategy of future teacher-board negotiations. If recovery continues to be sluggish and inflation continues at its present rate, one might expect that teachers would press for increased income protection through higher salaries, full folded-in cost of living allowances, and more generous fringe benefits. However, with declining enrolments teachers are faced with a need for job protection as well as income protection. It seems likely that job protection will take precedence. In particular, the economic situation and high unemployment rates have meant that alternative jobs outside the teaching profession are scarce. This reinforces the desire to preserve positions within the field. Further, the size and scope of their federations and associations, their embattled professional image, and their reactions to public criticisms probably all contribute to a general feeling of cohesion among teachers that tends to emphasize retaining jobs as an intangible common good. The economic situation, then, should not necessarily lead to a greater emphasis on economic issues in teacher-board bargaining.

Teachers' self-image vis-a-vis their school boards has changed in recent years from that of a "professional" to an "employee" in an employer-employee relationship (Kervin, 1977). With this change has come an interest in gaining

further control over their conditions of employment through the collective bargaining process rather than individual consultations with school administrators. In 1975 Bill 100 opened the door to the inclusion of working conditions in teacher-board bargaining, and there seems to be no lessening of teachers' concern with these issues. The teachers' view of themselves as "employees", then, seems to be contributing to a continued interest in bargaining conditions of employment, particularly since these issues are relatively new in most school districts in the province as far as collective agreements are concerned.

Board type (elementary, secondary, separate) seems to be related to the bargaining of working conditions in two contradictory ways. First, the data examined above suggest that secondary teachers, through the Ontario Secondary School Teachers' Federation (OSSTF), have made and will continue to make the greatest gains in negotiating conditions of employment. Separate school teachers, through the Ontario English Catholic Teachers' Association (OECTA), seem to be accomplishing the least, and elementary teachers occupy an intermediate position. If these differences are due to the relative bargaining power of teachers in the three systems, they will probably continue for the immediate future. However, a second process related to the differential rate of decline in enrolments between separate and public schools may bring about a different result. Evidence indicates that separate schools have been less subject to declining enrolments than public schools (Rideout et al., 1975) but that the differences are now decreasing. This means that pressure for job protection has been less in separate schools, which explains at least in part the differences in bargaining "success". Furthermore, public

schools have represented an alternative (if not often used) job market for separate school teachers, thus reducing the pressure even more. (The reverse alternative is, of course, not generally open to public school teachers.) However, accelerating enrolment declines in the separate schools, together with the disappearance of alternative jobs in the public schools, should now increase the pressure on separate school teachers to improve their own job security. For these two reasons, separate school agreements may soon show substantial teacher gains in the incidence and content of conditions-of-employment clauses related to declining enrolments. If this occurs, the present gap between separate and secondary agreements may be reduced.

Finally, the Education Relations Commission (ERC) through its activities related to teacher-board negotiations may have an effect on the bargaining of conditions-of-employment clauses. The Commission sends data, statistics, sample clauses and other material describing and summarizing all Ontario teacher-board agreements to all boards and teacher districts in the province. As teachers and boards become increasingly aware of the nature and content of other agreements, one would expect increasing pressure towards homogeneity of provisions, particularly at the least costly extreme. Whether or not this pressure would be as great for conditions of employment as for salary and fringe benefit items is not readily apparent. On the one hand, salary comparisons among agreements are much easier to make. Classroom teachers are more likely to be aware of the percentage increase or maximum salary won by another district than the wording of a surplus-redundancy provision. This argues for less homogeneity of working conditions clauses. On the other hand, conditions of employment are less subject to the "local" factors that

maintain salary differentials among districts, such as cost-of-living differences, historical relationships, and availability of alternative employment. As a result working conditions might be more homogeneous across the province. In any event, it seems likely that any pressures for homogeneity the ERC generates will result in teachers seeking to match the gains made by the "pattern-setting" districts with the most favourable conditions of employment, while the boards are more likely to adopt a "status-quo" stance rather than proposing less generous provisions and terms. (As the tables above indicate, management rights is the only area to show substantial board "gains" for all three board types.) Consequently the incidence and specificity of conditions-of-employment clauses may increase somewhat as a result of the ERC within all three groups (secondary, elementary, and separate). There is less likelihood that pressures towards homogeneity will be equally strong across the groups. As a consequence existing differences among them will probably remain.

To conclude this report, it is difficult to make any clear and unqualified predictions about the course of teacher-board bargaining of conditions of employment in the near future. The trends over the past three years do not suggest too much substantive change, but there are factors which might alter the situation, such as accelerating enrolment declines in separate schools and the collective agreement information disseminated by the Education Relations Commission. On the whole, it appears that there will be continued pressure on clauses directly related to declining enrolments and staffing flexibility, but any real gains to be made by the teachers at the bargaining table will be modest in size and slow in coming. As a result, the contribution

of changing conditions-of-employment provisions to increases in per-pupil education costs as enrolments decline should be relatively small.

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